



1 I, Miles Ehrlich, declare and affirm as follows:

2 1. I am a partner at Ramsey & Ehrlich LLP and a member of the Bar of the State  
3 of California. I am counsel of record in the above-captioned action for non-party Anthony  
4 Levandowski. I make this declaration in support of Non-Party Anthony Levandowski's  
5 Assertion of Privilege With Respect To March 2017 Conversations With Uber Counsel. I have  
6 personal knowledge of the matters stated herein and could and would competently testify thereto  
7 if called upon to do so.

8 2. On March 19, 2017, Anthony Levandowski asked my firm to advise him personally  
9 in connection with the pending federal litigation in *Waymo LLC v. Uber Technologies, Inc., et*  
10 *al.*, No. C 17-00939 WHA (the "Litigation"). On March 25, 2017, we executed a written  
11 engagement agreement confirming our representation of Mr. Levandowski in this matter.

12 3. On or around March 25, 2017, I contacted Arturo Gonzalez, lead outside counsel for  
13 Uber, to inform him that we were representing Mr. Levandowski. In this conversation, (1) I  
14 expressly confirmed with Mr. Gonzalez that there was a common interest/joint defense  
15 agreement already in place between Mr. Levandowski and Uber, and (2) I emphasized my  
16 understanding that our communications concerning the Waymo litigation would be covered by  
17 that common interest/joint defense agreement and held in strict confidence. Mr. Gonzalez  
18 confirmed that a common interest/joint defense agreement that had been entered into between  
19 Mr. Levandowski and Uber (among others) in 2016 was still in force, and that our ongoing  
20 communications would be subject to that agreement and treated as confidential.

21 4. Beginning in late March 2017, I, along with other attorneys from my firm, have  
22 communicated with Uber's outside and in-house counsel in confidence concerning certain  
23 factual, legal, and strategic issues relating to the ongoing Litigation to help us render legal advice  
24 to our respective clients concerning the Litigation.

25 5. On the evening of March 29, 2017, I attended a meeting at Uber's headquarters. Also  
26 present at the meeting were Mr. Levandowski, Travis Kalanick, and Uber's chief in-house  
27 litigation attorney, Angela Padilla. At the beginning of this meeting, I confirmed with Ms.  
28 Padilla that all communications during the meeting would be subject to the parties' common

1 interest/joint-defense agreement. During the meeting, the attendees discussed issues pertaining  
2 to the Litigation, including the implications of Mr. Levandowski's asserting his Fifth  
3 Amendment rights, for the purpose of developing a defense strategy to the claims at issue in the  
4 Litigation.

5 6. The attorneys in our firm, including myself, who have communicated with Uber's  
6 counsel since late March 2017 about the Litigation all understood and expected that these  
7 conversations—including the one that took place during the in-person meeting with Uber's in-  
8 house counsel on March 29, 2017—were protected by our common interest/joint defense  
9 agreement, and would be held in strict confidence by all parties. We have maintained all such  
10 communications in confidence. With the exception of Uber's recent disclosures of  
11 communications that occurred at an earlier meeting on March 29, 2017, I believe that Uber has  
12 also kept confidential all joint-defense communications between my firm, my client, and Uber's  
13 counsel concerning the Litigation.

14 7. When Mr. Levandowski engaged in discussions with Uber's counsel regarding the  
15 Litigation, he did so with the expectation that his communications were subject to the common  
16 interest/joint defense agreement that he and Uber had entered into in 2016, and with the  
17 understanding that he was providing information to facilitate the common legal interests that he  
18 shared with Uber in defending against the ongoing Litigation.

19 8. Mr. Levandowski has never waived his attorney-client or common interest privileges  
20 with respect to the Litigation. On the contrary, Mr. Levandowski and his counsel have kept the  
21 content of all such communications confidential and Mr. Levandowski has diligently asserted his  
22 privileges at every juncture.

23  
24 This declaration is made under penalty of perjury under the laws of the United States on  
25 August 17, 2017.

26 /s/ Miles Ehrlich  
27 Miles Ehrlich  
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